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OFFICE OF THE
EXECUTIVE SECRETARY

June 7, 2002

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and XO Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

Docket No. ~~02-00342~~ 02-00692

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, XO Tennessee, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated November 4, 1999. The Amendment deletes an Amendment dated February 15, 2002 relating to OC3 Loop; Dedicated Transport and Unbundled Local and Interoffice Channel and replaces it with the attached Amendment.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Dana Shaffer, XO Tennessee, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and XO Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 02-00342 02-00692

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND XO TENNESSEE, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, XO Tennessee, Inc. ("XO") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated November 4, 1999 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, XO and BellSouth state the following:

1. XO and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to XO. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 28, 2000.

2. The parties have recently negotiated an Amendment to the Agreement. The Amendment deletes an Amendment dated February 15, 2002 relating to OC3 Loop; Dedicated Transport and Unbundled Local and Interoffice Channel and replaces it with the attached Amendment. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, XO and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provide that either or both of the parties are authorized to submit the Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and XO within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. XO and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

XO and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 10th day of June, 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

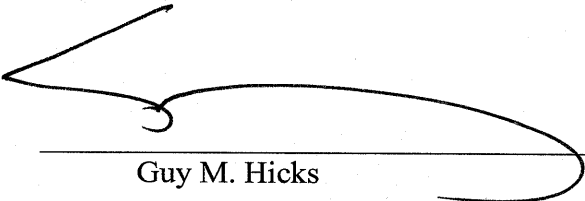
CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 10th day of June, 2002:

Dana Shaffer
XO Tennessee, Inc.
105 Molloy Street, Suite 300
Nashville, TN 37201-2315

XO Tennessee, Inc.
Regulatory Department
105 Molloy Street, Suite 300
Nashville, TN 37201-2315

XO Communications, Inc.
Regulatory Department
1730 Rhode Island Ave., NW
Suite 1000
Washington, D.C. 20036


Guy M. Hicks

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
XO TENNESSEE, INC. AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 4, 1999**

Pursuant to this Amendment, (the "Amendment"), XO Tennessee, Inc. ("XO"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement")

WHEREAS, BellSouth and XO entered into the Agreement on November 4, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Amendment dated February 15, 2002 is hereby deleted and replaced in its entirety with this Amendment.
2. Section 2.2.4 of Attachment 2 of the Agreement is hereby amended to add the following subsection 2.2.4.5:

2.2.4.5 OC-3 Loop/OC-12 Loop. OC-3 and OC-12 Loops are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 -155.52 Mbps, OC-12 - 622.08 Mbps.

3. Section 11.3 of the Agreement is hereby deleted and replaced in its entirety with the language below:

11.3 Dedicated Transport

11.3.1 Definitions

11.3.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide

telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

11.3.3 Unbundled Local Channel

11.3.4 Unbundled Local Channel is the dedicated transmission path between XO's Point of Presence and the BellSouth Serving Wire Center's collocation.

11.3.5 Unbundled Interoffice Channel.

11.3.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

11.3.7 BellSouth shall offer Dedicated Transport in each of the following ways:

11.3.7.1 As capacity on a shared UNE facility.

11.3.7.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to XO. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

11.3.8 When Dedicated Transport is provided it shall include:

11.3.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;

11.3.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

11.3.9 Rates for Dedicated Transport are as set forth in Exhibit A to this Agreement.

11.3.10 Technical Requirements

11.3.10.1 This Section sets forth technical requirements for all Dedicated Transport.

11.3.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to XO designated traffic.

11.3.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.

11.3.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for

Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

11.3.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

11.3.10.6 OC-3/OC-12/OC-48 facilities are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate

11.3.10.7 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

11.3.10.7.1 DS0 Equivalent;

11.3.10.7.2 DS1;

11.3.10.7.3 DS3;

11.3.10.7.4 OC-3;

11.3.10.7.5 OC-12; and

11.3.10.7.6 OC-48.

11.3.11 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by XO.

11.3.12 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

11.3.12.1 BellSouth Technical References:

11.3.12.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

11.3.12.3 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.

11.3.12.4 TR 73525 MegaLink[®] Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

11.3.12.5 Provided that the facility is used to transport a significant amount of local exchange services XO shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

4. Attachment 12 of the Agreement is amended to incorporate rates for the OC3 loop, OC3 Local Channel – Dedicated Transport, OC3 Interoffice Channel – Dedicated Transport, and the OC12 loop, OC12 Local Channel – Dedicated Transport, OC12 Interoffice Channel – Dedicated Transport. Such rates are attached hereto as Exhibit 1.
5. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.
6. This Amendment shall be deemed effective 30 days after the date of last signature of both Parties.
7. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

XO Tennessee, Inc.

By: 

Name: DANA SHAFFER

Title: VICE PRESIDENT

Date: 3/21/02

BellSouth Telecommunications, Inc.

By: 

Name: C.W. BOLTZ

Title: MANAGING DIRECTOR

Date: 4-10-02

EXHIBIT 1

